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Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

1-1-1937

S.W. Holladay, Packing House Market, Peoples Lunch Room, and others and Retail Clerks International Protective Association, Local 609, AFL (1937)

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S.W. Holladay, Packing House Market, Peoples Lunch Room, and others and Retail Clerks International Protective Association, Local 609, AFL (1937)

Location

Bessemer, AL

Effective Date

1-1-1937

Expiration Date

12-31-1937

Number of Workers

95

Employer

S.W. Holladay; Packing House Market; Peoples Lunch Room; Roll Clothing Company; Kranhenbuhl Market; Kartus Korner; Ripko Department Store; New York Shoe Company; Sarah Green Department Store; Murray Hardware Company; Sokol Department Store; Hosey Clothing Company; Searcy Market; Lefkovits Department Store; McLure Trading Company; Dixie Shoe Store; Cook and Martin Clothing Company; Dave Jospin Hat Shop; R. J. Sloggett and Son; Western Tire and Auto Supply Company; Houppert Bakery; Ace Sandwich Shop; Acme Lunch Room; Bessemer Hat Shop; W. J. Jackson Clothing Company; Huddleston Drug Company; Sam Scalise Grocery Company; Turner Grocery Company; Hall Grocery Company; Nolan Grocery Company; Meeks Grocery Company; Gurthrie Grocery Company; Rick Knight Grocery; McWilliams Grocery; D. R. Ray Grocery; Sam Giangrosso Grocery; Romano Grocery; R. C. Allen Grocery; Ceravavolo Grocery; Coolridge Grocery; Leader Cash Store; Lipscomb Drug Store; Rickey Grocery Company; W. C. Jones Grocery; Godwin Grocery; Nelson Grocery; Raiford Grocery; Hill Cash Store; Caraway Groceries; Jones Grocery; Bradford Lunch Room; Powderly Grocery and Market; Powderly Feed and Grain Company; Jones Valley Drug Company; O. L. Stone Grocery

Union

Retail Clerks International Protective Association

Union Local

609

NAICS

44

Sector

Private

Item ID

6178-009b130f030_03

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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Merchant
doing business in Bessemer, Alabama and/or within the Jurisdiction of
Local No. 309, R. C. I. P. A., as PARTIES OF THE SECOND PART.

2. That the parties of the First Part will exercise its influence to advance the interest of the Parties of the Second Part in their business as employers of UNION LABOR.

4. Parties of the Second Part agree to procure and consider a list of idle members of Local No. 609, for investigation pursuant to employment, and shall SECURE WORKING PERMITS FROM LOCAL NO. 609 for EACH AND EVERY EMPLOYEE THAT DOES NOT HAVE A PAID UP MEMBERSHIP CARD ISSUED BY LOCAL NO. 609. Permits will be issued for anyone over sixteen (16) years of age that are not in bad standing with any Local affiliated with A. F. of L., upon payment of fifty (50) cents for each single day or three (3) consecutive days of work. Said permits may be secured from the Secretary or Business-Agent of Local No. 609. FAILURE TO COMPLY WITH THIS OR ANY OTHER SECTION OF THIS AGREEMENT MAY CAUSE A FINE OR FORFEIT OF STORE CARD.

That forty eight (48) hours shall constitute a week's work to be worked by employees in Hardware stores between the hours of seven (7) A. M. and six (6:00) P. M., except Saturday on which they will remain open until Eight thirty (8:30) P. M., and

That fifty six (56) hours to constitute a week's work for Drug Store employees not classed as Professional, and

PF#2. 1937 Agreement
R.C.I.P.A. LOCAL #609.

That no employee in Filling Station and/or Cafe to work over sixty (60) hours during any one week, and

That the hours at which the employees shall commence and quit work to be determined by the employer and employee, and

That no Store and/or place of business shall open before nor remain open after the above mentioned hours as set out above for that class and/or type of business, and

That hours of work to be consecutive. The hours worked by any employee during each day shall be consecutive, provided that an interval of not longer than One (1) hour shall be allowed for each regular meal period, and such interval not counted as part of the employee's working time. Any rest period which may be given employees shall not be deducted from such employee's working time.

6. Parties of the Second Part agree that all employees who have had less than SIX (6) MONTHS experience shall be paid not less than TEN (\$10.00) DOLLARS per week, and

That all employees who have had from SIX (6) to TWELVE (12) MONTHS experience shall be paid not less than FIFTEEN (\$15.00) DOLLARS per week, and

That all employees who have had OVER TWELVE (12) MONTHS experience shall be paid not less than EIGHTEEN (\$18.00) DOLLARS per week, and

That Employees working for Five and Ten Cent Stores with less than SIX Months experience shall be paid not less than EIGHT DOLLARS per week; with SIX to TWELVE MONTHS experience not less than TEN DOLLARS per week; with OVER TWELVE MONTHS experience not less than TWELVE AND 50/100 DOLLARS per week, and

That the word 'WEEK' mentioned in this article shall mean that number of hours of work as set out in article number five (5) pertaining to the class and/or type of business of the Party of the Second Part, and

That ALL EXTRA HELP shall be paid not less than Forty (40) cents per hour as a Minimum rate, and

That any clerk and/or extra clerk reporting for short hour work shall receive not less than the equivalent of four (4) hours work, and the hours to be worked consecutively, hours to be determined by employers. School boys working after school exempted.

7. Parties of the Second Part agree that all OVERTIME shall be paid for at the rate of time and on half of said employee's rate at immediately preceding work done overtime, and

That ALL OVERTIME under this agreement will be based on the rate of said employee's salary per week of forty eight (48) hours as set out above, and

THAT ONLY EMPLOYEES receiving TWENTY SEVEN AND 50/100 (\$27.50) DOLLARS or more per week may be required to work the full hours the store is open less one (1) hour each day for lunch without payment of overtime, except as set out in article seventeen (17) of this agreement.

8. Parties Hereto agree that at Christmas and inventory times for a period not to exceed two (2) weeks in the first six (6) months of the calendar year and not to exceed three (3) weeks in the second six (6) months of the year, any employee whose basic work week is forty eight (48) hours may work not more than fifty six (56) hours per week.

9. Any member of this Local may be discharged for inefficiency or disloyalty to the business.

10. All grievances must be settled by a committee of three (3) from this Local and a like number of merchants signing this agreement and in the event they can't agree a disinterested party shall be selected by this committee and the decision arrived at shall be final and binding on both parties.

11. Any business in distress before laying off any employee or reducing employees' salary shall call his employees together and

discuss the necessary changes to the benefit of all concerned. No employee shall be reduced below the minimum salary set out in the above articles. It is further agreed when business justifies, that salaries shall be raised in proportion.

12. It is understood that the employees shall care for the stock of the Party of the Second Part in such manner as not to cause damage after closing hours.

13. Parties of the Second Part agree to use only UNION LABOR in construction and general repair work whenever possible to do so.

14. Parties of the Second Part agree that no member of RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION shall be discriminated against or denied employment for his or her activities in matters affecting and/or pertaining to organized labor.

15. Any store selling soft drinks and ice cream in connection with another line of business will not be construed a confectionary and must observe the opening and closing hours as other stores in the same line of business.

16. Any clerk working overtime and not getting paid for same must report the hours worked and unpaid to the Local within thirty (30) days or said claim will not be considered by the Local, and

Any other grievance must be turned over to the Local within thirty (30) days from date of grievance or same will not be considered by the Local.

17. The maximum periods of labor prescribed in the above articles shall not apply to Professional Persons employed and working at their profession, or to Outside Salesmen, Outside Collectors, Watchmen, Guards, Draymen and Delivery Boys; these members may work the regular hours that the store is open and the regular store hours shall constitute their regular number of working hours.

18. The Parties of the Second Part shall close their place of business ALL DAY and grant the following holidays without any reductions in wages unless differently set out in this article; Sunday; Thanksgiving Day; Christmas Day; Fourth of July and Labor Day and in case stores close through proclamation by any means or request the regular employees will not suffer any reduction in wages, and

Except Drug Stores, Filling Stations and/or Cafes may remain open, and

No store will be forced to close more than one half day on any holiday falling on Saturday or Monday, and

Any merchants desiring help to stay on job on any holiday will pay time and one half for number of hours worked that day.

19. The Parties of the First Part agree to furnish to the Parties of the Second Part a copy of this agreement to be used in such place of business as a working rule, and

The Parties of the Second Part agree that said copy of this agreement shall be posted in said place of business where it will be accessible to all parties concerned.

20. This AGREEMENT shall expire December 31st, 1937; but in the Parties to this agreement may work under the terms and conditions of this agreement for a period of thirty (30) days thereafter pending the signing of an agreement for the ensuing year, and

Thirty (30) days prior to the expiration of this agreement either party may notify the other party that they desire to enter into negotiations for a change. Should no such notification for a change be given then this agreement will continue in force for an additional twelve (12) months. Such notifications to be made in writing by either party to the President of the Organization.

21. IT IS FURTHER AGREED by all parties that the interests of each shall be mutually taken care of and advanced, and that any violation of the foregoing stipulations shall be sufficient cause in case stores close through proclamation of any member of the

PP#4. 1937 Agreement
R. C. I. P. A.
LOCAL #609

for surrender of the Union Store Card.

22. This agreement shall be in force and effect from this
the _____ day of _____ @. D., 1937, at Bessemer, Jefferson County,
Alabama.

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSN.,
Parties of the First
Part

By _____ Pres. Local No. 609
_____ Secy. Local No. 609

FIRM: _____
Parties of the Second Part

By _____
(Official capacity)

Address _____
_____ Jefferson County, Alabama

Witness: _____ of _____ Alabama

Witness: _____ of _____ Alabama

CLERKS WORKING IN THE ABOVE PLACE OF BUSINESS AT THE PRESENT TIME
ARE AS FOLLOWS;

SECOND REQUEST
U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

37-12-17

April 20, 1937

Mr. Carl T. Brothers, Sec'y
Retail Clerks' Int'l
Protective Ass'n #609
232 Kyser Avenue
Bessemer, Alabama

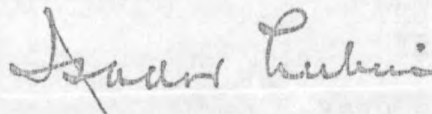
My dear Mr. Brothers:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and should appreciate your cooperation in sending us copies of them together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can be of service to you at any time, please write me.

Very truly yours,



Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement _____

(See list on reverse side)

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 55

Number of union members working under terms of agreement 61 95

Number of non-members working under terms of agreement none

Branch of trade covered Retail sales

Date signed at different dates April 1, 1937 after Jan 1, 37 Date of expiration Dec. 31, 1937

Carl T. Brothers

232 Kyser Ave. Bessemer, Ala.

(Name of person furnishing information)

(Address)

